

**RECEIVED
CENTRAL FAX CENTER****JUN 28 2006**

ATTORNEYS AT LAW
11250 EL CAMINO REAL, SUITE 200
SAN DIEGO, CA 92130
P.O. BOX 80278
SAN DIEGO, CA 92138-0278
TELEPHONE: 858.847.6700
FACSIMILE: 858.792.6773
WWW.FOLEY.COM

FACSIMILE TRANSMISSION

ORIGINAL WILL NOT BE SENT

Total # of Pages 21 (including this page)

TO:	PHONE #:	FAX #:
United States Patent and Trademark Office Commissioner for Patents Examiner: Hines, Jana A. Art Unit: 1645		571-273-8300

From : Barry S. Wilson
Email Address : bwilson@foley.com
Sender's Direct Dial : 858.847.6722
Date : June 28, 2006
Client/Matter No : 071949-5914
User ID No : 3067

U.S. Application No.: 10/759,216

Docket No.: 071949-5914

MESSAGE:

Please find enclosed:

Transmittal (1 page);

Power of Attorney by Assignee(2 pages);

Statement Under § 3.73(b) (2 pages) with attachments (15 pages).

If there are any problems with this transmission or if you have not
received all of the pages, please call 571-273-8300.

Operator:	Time Sent:	Return Original To: Vanessa E. Agha
------------------	-------------------	---

CONFIDENTIALITY NOTICE: THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENTS NAMED ABOVE. THIS MESSAGE MAY BE AN ATTORNEY-CLIENT COMMUNICATION, AND AS SUCH IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR ANY AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR, AND THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US BY MAIL. THANK YOU.

Cover Page 1 of 1

DLMR 283108.1

PAGE 1/21 * RCVD AT 6/28/2006 7:16:12 PM [Eastern Daylight Time] * SVR:USPTO-EFAXF-1/22 * DNIS:2738300 * CSID: * DURATION (mm-ss):04:54

Atty. Dkt. No. 071949-5914

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Kingsmore et al.

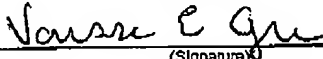
Title: BIOMARKERS FOR SEPSIS

Appl. No.: 10/759,216

Filing Date: 1/20/2004

Examiner: Hines, Jana A.

Art Unit: 1645

CERTIFICATE OF FACSIMILE TRANSMISSION I hereby certify that this paper is being facsimile transmitted to the United States Patent and Trademark Office, Alexandria, Virginia on the date below. Vanessa E. Agha (Printed Name)  (Signature) June 28, 2006 (Date of Deposit)

TRANSMITTAL**RECEIVED
CENTRAL FAX CENTER****JUN 28 2006**Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Enclosed please find:

☒ [X] Power of Attorney by Assignee (2 pages).☒ [X] Statement Under § 3.73(b) (2 pages) with attachments (15 pages).

The Commissioner is hereby authorized to charge the fee for the extension of time and any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 50-0872. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 50-0872. The Commissioner is hereby authorized to charge any fees under 37 C.F.R. §§ 1.16, 1.17, and 1.21 that may be required by this transmittal, or to credit any overpayment, to Deposit Account No. 50-0872.

Respectfully submitted,

Date June 28, 2006FOLEY & LARDNER LLP
Customer Number: 30542
Telephone: (858) 847-6722
Facsimile: (858) 792-6773By Barry S. Wilson
Richard Warburg, Reg. No. 32,327
By Barry S. Wilson, Reg. No. 39,431
Attorney for Applicant

JUN. 28. 2006 4:11PM

FOLEY 8587926773

RECEIVED
CENTRAL FAX CENTER

NO. 5033 P. 3

JUN 28 2006

Atty. Dkt. No. 071949-5914

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Kingsmore et al.
Title: BIOMARKERS FOR SEPSIS
Appl. No.: 10/759,216
Filing Date: 1/20/2004
Examiner: Unknown
Art Unit: 1645

CERTIFICATE OF FACSIMILE TRANSMISSION I hereby certify that this paper is being facsimile transmitted to the United States Patent and Trademark Office, Alexandria, Virginia on the date below. Vanessa E. Agha (Printed Name) <i>Vanessa E. Agha</i> (Signature) June 28, 2006 (Date of Deposit)

POWER OF ATTORNEY OR AUTHORIZATION OF AGENT
BY ASSIGNEE AND
CHANGE OF CORRESPONDENCE ADDRESS

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Biosite Incorporated, an institution having its principal place of business at 9975 Summers Ridge Road, San Diego, CA, is the Assignee and owner of the entire right, title, and interest in and to the above-identified patent application as indicated in a Statement under 37 CFR § 3.73(b) filed herewith.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of the undersigned's knowledge and belief, title is in the assignee identified above. The undersigned affirms that the documentary evidence of the chain of title from the original owner to the assignee was, or currently is, submitted for recordation pursuant to 37 CFR § 3.11.

Atty. Dkt. No. 071949-5914

Assignee hereby appoints revokes all prior powers of attorney and appoints the registered attorneys and agents at Customer Number:

30542

as its principal attorneys to have full power to prosecute this application and any continuations, divisions, reissues, and reexaminations thereof, to receive the patent, to transact all business in the United States Patent and Trademark Office connected therewith, and to have full power of substitution, association, and revocation, including the power to revoke the power of attorney of any associate attorney:

Please direct all future correspondence concerning this application to:

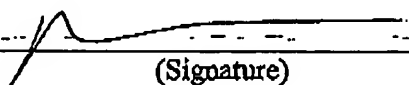
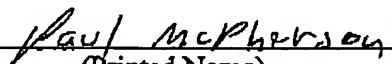
Barry S. Wilson
FOLEY & LARDNER LLP
P.O. Box 80278
San Diego, California 92138-0278

Telephone: (858) 847-6722
Facsimile: (858) 792-6773

Executed this 16 day of June, 2006.

BIOSITE INCORPORATED

By:


(Signature)
(Printed Name)
(Title)

JUN. 28. 2006 4:12PM

FOLEY 8587926773

RECEIVED
CENTRAL FAX CENTER

NO. 5033 P. 5

JUN 28 2006

Atty. Dkt. No. 071949-5914

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Kingsmore et al.
Title: BIOMARKERS FOR SEPSIS
Appl. No.: 10/759,216
Appl. Filing Date: 1/20/2004
Examiner: Hines, Jana A.
Art Unit: 1645

CERTIFICATE OF FACSIMILE TRANSMISSION I hereby certify that this paper is being facsimile transmitted to the United States Patent and Trademark Office, Alexandria, Virginia on the date below. Vanessa E. Agha (Printed Name) <i>Vanessa E. Agha</i> (Signature) June 28, 2006 (Date of Deposit)

STATEMENT BY ASSIGNEE UNDER § 3.73(b)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Biosite Incorporated, a Delaware corporation, with its principal place of business at 9975 Summers Ridge Road, San Diego, 92121, certifies that it is the Assignee and owner of the entire right, title, and interest in and to the above-identified patent application by virtue of the following instruments:

1. Assignment from Stephen F. Kingsmore to Molecular Staging, Inc. dated 06/16/2004;
2. Assignment from Serguei Lejnine to Molecular Staging, Inc. dated 06/16/2004;
3. Assignment from Mark Driscoll to Molecular Staging, Inc. dated 6/16/2004;
4. Assignment from Velizar T. Tchernev to Molecular Staging, Inc. dated 6/16/2004;
5. Assignment from Molecular Staging, Inc. to Eli Lilly and Company dated 2/14/2005; and
6. Assignment from Eli Lilly and Company to Biosite Incorporated dated 3/3/2006.

DLMR255237.1

Atty. Dkt. No. 071949-5914

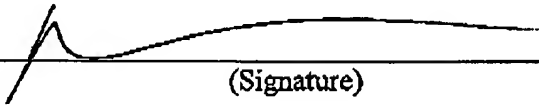
The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above. The undersigned affirms that the documentary evidence of the chain of title from the original owner to the assignee was, or currently is, submitted for recordation pursuant to § 311.

The undersigned, whose title is supplied below, is empowered to sign this certificate on behalf of the assignee.

Executed this 16 day of June, 2006.

BIOSITE INCORPORATED

By:


(Signature)

Paul M. Thompson
(Printed Name)

VP R&D
(Title)

(Telephone No.)

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JULY 14, 2005

PTAS



102944125A

KIMBERLY S. RHOADES
ELI LILLY AND COMPANY
PATENT DIVISION
P.O. BOX 6288
INDIANAPOLIS, IN 46206-6288**RECEIVED**

JUL 26 2005

ELI LILLY & COMPANY, PATENT DEPT.**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-309-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES DIVISION, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 02/14/2005

REEL/FRAME: 016262/0447
NUMBER OF PAGES: 4BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).
DOCKET NUMBER: X-17064**ASSIGNOR:**

MOLECULAR STAGING INC.

DOC DATE: 12/10/2004

ASSIGNEE:LILLY RESEARCH LABORATORIES, A
DIVISION OF ELI LILLY & COMPANY
PATENT DIVISION
LILLY CORPORATE CENTER
INDIANAPOLIS, INDIANA 46285

SERIAL NUMBER: 10759216

FILING DATE: 01/20/2004

PATENT NUMBER:

ISSUE DATE:

TITLE: BIOMARKERS FOR SEPSIS

JUN. 28. 2006 4:13PM FOLEY 8587926773

NO. 5033 P. 8

016262/0447 PAGE 2

THERESA FREDERICK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

02-18-2005

To the Honorable Commissioner for Patents at:		Y Attny Docket No. X-17064	
1. Name of conveying party(ies): Molecular Staging Inc.		Original documents or copy thereof:	
Additional name(s) of conveying party(ies) attached? () Yes (X) No		Name of receiving party(ies): Name: Lilly Research Laboratories, a division of Eli Lilly & Company Internal Address: Patent Division Street Address: Lilly Corporate Center City: Indianapolis State: IN Zip: 46285	
3. Nature of conveyance: (X) Assignment () Merger () Security Agreement () Change of Name () Other Execution Date: December 10, 2004		Additional name(s) & address(es) attached? () Yes (X) No	
4. Application number(s) or patent Number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s): 10/759,216 B. Patent No.(s): _____ Additional Numbers attached () Yes (X) No			
5. Name and address of party to whom correspondence concerning documents should be mailed: Kimberly S. Rhoades Eli Lilly and Company Patent Division P.O. Box 6288 Indianapolis, IN 46206-6288		6. Total number of applications and patents involved: (1) 7. Total fee (37 CFR §3.41) \$ 40.00 (\$40.00 per assignment) () Enclosed (X) Authorized to be charged to deposit account (along with any additional fees or the credit of any overpayment) 8. Deposit account number: 05-0840	
DO NOT USE THIS SPACE			
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. _____ Thomas E. LaGrandeur Reg. No. 51.026 _____ Feb. 9, 2005 Date Total number of pages including cover sheet, attachments and document: (5)			
Certificate of Mailing			
I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Patents and Trademarks, P.O. Box 1450, Alexandria, VA 22313-1450, on the date appearing below.			
ELI LILLY AND COMPANY DATE February 9, 2005			

02/18/2005 0000132 050840 10759216
01 FC:0021 40.00 DR

Mail documents to be recorded with required cover sheet information to:
Commissioner for Patents & Trademarks, Mail Stop Assignments,
P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT AND WAIVER AGREEMENT

This ASSIGNMENT AND WAIVER AGREEMENT (this "Agreement") is made as of December 10, 2004, by and between MOLECULAR STAGING INC. ("MSI") and LILLY RESEARCH LABORATORIES, a division of Eli Lilly & Co. ("LILLY"). MSI together with LILLY are sometimes referred to herein as the "Parties" and each, individually, as a "Party".

WITNESSETH:

WHEREAS, MSI and LILLY have entered into (i) that certain Biomarker Discovery Collaboration Agreement, dated as of December 11, 2002 (as amended by the letter agreement dated September 19, 2003, the "Sepsis Agreement") and (ii) that certain Biomarker Discovery Collaboration Agreement, dated as of October 23, 2003 (the "Diabetes Agreement" and together with the Sepsis Agreement, the "Agreements"), pursuant to which the Parties have certain rights and obligations that survived the termination thereof; and

WHEREAS, MSI has agreed to waive certain interests and assign its rights and obligations under the Biomarker Agreements to LILLY, and LILLY has agreed to assume such rights and obligations, upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. **Effective Date**. This Agreement shall become effective as of the date hereof (the "Effective Date"), only upon the completion of a non-refundable purchase by LILLY, from QIAGEN GmbH, a German Gesellschaft mit beschraenkter Haftung, of \$50,000 of Repli-g Whole Genome Amplification kits, provided such transaction is completed on or prior to December 10, 2004.

2. **Assignment**. MSI hereby assigns to LILLY, its successors and assigns the entire right, title and interest in, to and under MSI's portfolio of patent applications and other intellectual property rights arising from work done pursuant to the Agreements by MSI as set forth in Appendix A (the "IP"), including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in any country; all of the above to be held and enjoyed by LILLY for its own use and enjoyment to the full end of the term or terms for which such IP rights may be granted.

3. **Waiver**. As of the Effective Date, MSI hereby waives all of its existing and future rights to any payments due pursuant to Section 8.1 of the Sepsis Agreement.

STM/2865472

4. Release. As of the Effective Date, MSI shall, without further act or instrument, be released and discharged from any remaining obligations set forth in the Biomarker Agreements except those relating to confidentiality, publicity, publications and indemnification.

5. Representations & Warranties. MSI makes no representations or warranties of any kind with respect to this Agreement or the rights and obligations assigned or waived hereby except as follows:

(a) MSI hereby represents that it has all ownership rights in the IP and that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

6. Further Assurances. MSI further covenants and agrees with LILLY that upon request, and at the expense of LILLY, MSI will, without further consideration than that now paid, aid LILLY in: (i) executing documents relating to the IP; (ii) communicating to Lilly any facts known relating to such inventions or the history thereof; (iii) aid, to the extent commercially reasonable, in proceedings relating to the IP; (iv) executing and delivering any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which may be necessary in the reasonable judgment of LILLY to carry out more effectively the provisions and purposes of this Agreement.

7. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the matters stated herein and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof and thereof.

8. Amendments. This Agreement may not be amended or modified unless such amendment or modification shall be in writing and signed by the Party against whom enforcement is sought.

9. Successors and Assigns. The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.

10. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW EXCEPT SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

MOLECULAR STAGING INC.

By: 

Name: Peter A. Fuller, Ph.D.

Title: Senior Vice President, Business Development

LILLY RESEARCH LABORATORIES

By: 

Name: Steven M. Paul, M.D.

Title: Executive Vice President

ATK

Appendix A**Intellectual Property**

<u>Title</u>	<u>Inventors</u>	<u>Application No.</u>	<u>Filed</u>
Biomarkers for Sepsis	Kingsmore, Leinine Driscoll, Tchernev	10/759,216	01/20/04

SAK/MHO



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECEMBER 17, 2004

PTAS



102771069A

BANNER & WITCOFF, LTD.
SARAH A. KAGAN
1001 G STREET, N.W.
11TH FLOOR
WASHINGTON, DC 2001-4597UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/16/2004

REEL/FRAME: 015466/0368
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

KINGSMORE, STEPHEN F.

DOC DATE: 05/21/2004

ASSIGNOR:

LEJNINE, SERGUEI

DOC DATE: 05/21/2004

ASSIGNOR:

DRISCOLL, MARK

DOC DATE: 05/21/2004

ASSIGNOR:

TCHERNEV, VELIZAR T.

DOC DATE: 05/21/2004

ASSIGNEE:

MOLECULAR STAGING, INC.
300 GEORGE STREET
NEW HAVEN, CONNECTICUT 06511

004835.00033

DEC 27 2004

Notice of Recordation Rec'd.

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.uspto.gov

015466/0368 PAGE 2

SERIAL NUMBER: 10759216

PATENT NUMBER:

TITLE: BIOMARKERS FOR SEPSIS

FILING DATE: 01/20/2004

ISSUE DATE:

SHAREILL COLES, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

6/16/04

06-21-2004

RE



102771069

Form PTO-1592 (modified)

004835.00033

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copies thereof.

1. Name of conveying party or parties:

1. Stephen F. Kingsmore
2. Serguei J. Lejnine
3. Mark Driscoll
4. Velizar T. Tchenev

2. Name and address of receiving party or parties:

Molecular Staging, Inc.
300 George Street
New Haven, CT 06511

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Additional name(s) and address(es) attached? ☐ Yes ☒ No

Execution Date: May 21, 2004

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application Number(s):

10759,216

B. Patent Number(s):

Additional number(s) attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning the document should be mailed:

Sarah A. Kagan
Banner & Wilcoff, Ltd.
1001 G Street, N.W., 11th Floor
Washington, D.C. 20001-4597

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account
☒ Please charge or credit our deposit account for any additional or refunded fees associated with recording this assignment

8. Deposit Account No.:

19-0733

Do Not Use This Space

9. Statement and Signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Sarah A. Kagan, Reg. No. 32,141

Name of Person Signing

Signature

June 15, 2004

Date

Total number of pages including cover sheet: 3

B& Reference 004835.00033

ASSIGNMENT

WHEREAS, WE, Stephen F. Kingsmore, a citizen of Great Britain, 690 Podunk Drive, Guilford, Connecticut 06437; Serguei J. Lejnine, a citizen of Russia, 200 Cold Spring Road, Rocky Hill, Connecticut 06067; Mark Driscoll, a U.S. citizen, 15 Bruce Lane, Wallingford, Connecticut 06492; and Velizar T. Tchernev, a citizen of Bulgaria, 45 Jefferson Road #3-12 Branford, Connecticut 06405 (Assignors), have invented certain new and useful improvements in "BIOMARKERS FOR SEPSIS" for which an application for Letters Patent of the United States was filed on January 20, 2002, and accorded Serial No. 10/759,216; and

WHEREAS, Molecular Staging Inc., a corporation duly organized under the laws of the State of Connecticut having a place of business in 300 George Street, New Haven, Connecticut 06511, (Assignee), is desirous of acquiring the entire right, title and interest in and to the aforesaid invention and in and to any Letters Patent of the United States or any foreign country which may be granted therefore;

NOW THEREFORE, for good and valuable consideration, we, Stephen F. Kingsmore, Serguei J. Lejnine, Mark Driscoll, and Velizar T. Tchernev, by these presents do sell, assign, and transfer unto Molecular Staging Inc., its successors, legal representatives and assigns, our full right to the said invention as described in the said application, and our entire right, title and interest in and to any and all Letters Patent which may be granted therefore in the United States and its territorial possessions and in any and all foreign countries and in and to any and all divisions, reissues, continuations and extensions thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks or any other proper officer or agency of any country to issue all said Letters Patent to said assignee;

AND WE HEREBY warrant and covenant that we have full right to convey our entire interest herein assigned and that we have not executed and will not execute any instrument or assignment in conflict herewith;

AND WE HEREBY agree to communicate to said assignee or its representatives any facts known to us respecting said invention, to execute all divisional, continuation, reissue and foreign applications, sign all lawful documents and make all rightful oaths relating to said invention, and to testify in any judicial or administrative proceeding and generally do everything possible to aid the said assignee to obtain and enforce said Letters Patent in the United States or any foreign country when requested so to do by said assignee.

Date: 28/05/04
Day/Month/Year

Inventor: Stephen Kingsmore
Stephen F. Kingsmore

Date: _____
Day/Month/Year

Inventor: _____
Serguei J. Lejnine

Date: _____
Day/Month/Year

Inventor: _____
Mark Driscoll

Date: _____
Day/Month/Year

Inventor: _____
Velizar T. Tchernev

B&W Reference

004835.00033

ASSIGNMENT

WHEREAS, WE, Stephen F. Kingsmore, a citizen of Great Britain, 690 Podunk Drive, Guilford, Connecticut 06437; Serguei J. Lejnine, a citizen of Russia, 200 Cold Spring Road, Rocky Hill, Connecticut 06067; Mark Driscoll, a U.S. citizen, 15 Bruce Lane, Wallingford, Connecticut 06492; and Velizar T. Tchernev, a citizen of Bulgaria, 45 Jefferson Road #3-12 Branford, Connecticut 06405 (Assignors), have invented certain new and useful improvements in "BIOMARKERS FOR SEPSIS" for which an application for Letters Patent of the United States was filed on January 20, 2002, and accorded Serial No. 10/759,216; and

WHEREAS, Molecular Staging Inc., a corporation duly organized under the laws of the State of Connecticut having a place of business in 300 George Street, New Haven, Connecticut 06511, (Assignee), is desirous of acquiring the entire right, title and interest in and to the aforesaid invention and in and to any Letters Patent of the United States or any foreign country which may be granted therefore;

NOW THEREFORE, for good and valuable consideration, we, Stephen F. Kingsmore, Serguei J. Lejnine, Mark Driscoll, and Velizar T. Tchernev, by these presents do sell, assign, and transfer unto Molecular Staging Inc., its successors, legal representatives and assigns, our full right to the said invention as described in the said application, and our entire right, title and interest in and to any and all Letters Patent which may be granted therefore in the United States and its territorial possessions and in any and all foreign countries and in and to any and all divisions, reissues, continuations and extensions thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks or any other proper officer or agency of any country to issue all said Letters Patent to said assignee;

AND WE HEREBY warrant and covenant that we have full right to convey our entire interest herein assigned and that we have not executed and will not execute any instrument or assignment in conflict herewith;

AND WE HEREBY agree to communicate to said assignee or its representatives any facts known to us respecting said invention, to execute all divisional, continuation, reissue and foreign applications, sign all lawful documents and make all rightful oaths relating to said invention, and to testify in any judicial or administrative proceeding and generally do everything possible to aid the said assignee to obtain and enforce said Letters Patent in the United States or any foreign country when requested so to do by said assignee.

Date: _____
Day/Month/Year

Inventor: _____
Stephen F. Kingsmore

Date: 05/21/2004
Day/Month/Year

Inventor: _____
Serguei J. Lejnine

Date: 21/05/04
Day/Month/Year

Inventor: _____
Mark Driscoll

Date: 21/05/04
Day/Month/Year

Inventor: _____
Velizar T. Tchernev

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT

WHEREAS, ELI LILLY AND COMPANY, an Indiana corporation, with a place of business at Lilly Corporate Center, Indianapolis, Indiana 46285 ("ASSIGNOR") owns certain patents and/or patent applications, as set forth in Attachment 1 attached hereto and incorporated herein by this reference ("PATENTS"); and

WHEREAS, BIOSITE INCORPORATED, a Delaware corporation, with a place of business at 9975 Summers Ridge Road, San Diego, California 92121 ("ASSIGNEE"), desires to acquire ASSIGNOR's rights, title and interest in, to and under the PATENTS;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a certain Assignment, License and Supply Agreement, dated March 3, 2006, which, among other things, assigns, all right, title and interest in and to the PATENTS from ASSIGNOR to ASSIGNEE;

NOW, THEREFORE, in consideration of good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby assign to ASSIGNEE its entire rights, title and interest in and to the PATENTS.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by an authorized officer on this 3rd day of March, 2006

By: [Signature]

Name: Bryce D. Carmine

Title: PRESIDENT, Global Brand Dev.

STATE OF Indiana)
) ss.
COUNTY OF Marion)

On MARCH 3, 2006, before me, the undersigned notary public in and for said County and State, personally appeared

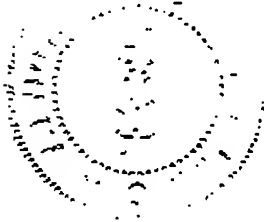
Bryce D Carmine
President, Global Brand Development, Inc.

/ personally known to me [or]

— proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is subscribed to the within
instrument and acknowledged to me that he executed the same in
his authorized capacity(ies) and that, by his signature(s) on
the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed
the instrument.

WITNESS my hand and official seal.



Patricia A Norton

My commission expires on

May 2, 2007

PATRICIA A. NORTON
Notary Public, State of Indiana
Resident of Marion County
Commission Expires May 2, 2007

ATTACHMENT 1

PATENTS

U.S. Application Number 10/759,216, *Biomarkers for Sepsis*, Kingsmore et al.